

## **The complaint**

Mr G has complained about delays Aviva Insurance Limited caused in carrying out a boiler check when he bought a Heating, Plumbing and Electrics Plus (HPE) agreement.

Mr G says the delay resulted in him not having cover when a boiler broke down at a property he rents out to tenants.

## **What happened**

Mr G is a landlord and bought a HPE agreement with Aviva in September 2022. A condition of the agreement was to allow an engineer to check the boiler to confirm it was eligible for Aviva to provide cover for. This was to take place within 90 days of the agreement start date.

Aviva's appointed engineer failed to attend twice and without notifying Mr G. By the time the third appointment took place in December 2022, the 90 days had passed.

In December 2022 an engineer attended. They said the boiler wasn't eligible for cover due to the location of it, which was under stairs. Mr G didn't agree.

About a week later the boiler broke down and required repair.

Mr G complained to Aviva. He said previous engineers under other agreements - including with Aviva - hadn't failed the boiler check and the location of it had always been under the stairs. He said that through no fault of Mr G's or his tenants, there had been an unreasonable delay in getting the boiler checked. And because of this delay, Mr G hadn't been able to put alternative cover in place in time when the boiler broke down.

Mr G said that he paid for a replacement boiler. He wanted Aviva to reimburse him and compensate him and his tenants for the distress and inconvenience caused.

Aviva upheld Mr G's complaint in part. It accepted it had caused a delay in arranging the boiler check due to missed appointments. It said this was due to the engineer being unwell.

For the inconvenience caused, it paid Mr G £50 compensation.

As Mr G didn't agree with the engineer's decision in December 2022, Aviva agreed for an engineer to attend in January 2023. But Aviva said the boiler check failed because of health and safety issues. It said this decision was correct due to access to the boiler in its location. Aviva said its health and safety guidance is subject to change - so what may have been acceptable before doesn't necessarily mean it will be acceptable in the future. So Aviva said it wasn't responsible for repairs to the boiler when it broke down in December 2022.

Mr G remained unhappy and asked us to look at his complaint. He wanted Aviva to cover the costs he paid to replace the boiler in January 2023, £200 compensation for his inconvenience as landlord and £500 compensation for his tenants' distress and inconvenience for the time they didn't have use of a boiler or hot water in December 2022.

Our Investigator initially didn't recommend the complaint should be upheld. But Mr G didn't agree - and on further consideration, the Investigator thought Aviva should increase the compensation to £150. She agreed with Mr G that - had the first or even the second appointment taken place in October or November 2022, Mr G would have been in a position to have obtained alternative cover in good time before the boiler broke down.

Aviva didn't agree. It said in a call on 31 December 2022 that it offered for Mr G to arrange for repairs to be done and it could consider possible reimbursement of the repair costs - subject to the outcome of the engineer's appointment in January 2023. But Mr G decided to wait for Aviva to come back to him. In any event, Aviva said the agreement didn't provide cover for a replacement boiler in the first six months. As Mr G had the boiler replaced, Aviva said Mr G wasn't prejudiced by its delay. Aviva said Mr G wouldn't have been able to obtain alternative cover to provide replacement boiler cover by December 2022 - even if an engineer had attended in October 2022.

Mr G didn't agree. He provided safety check certificates from previous engineers which he says show the location of the boiler hasn't been an issue before. And he provided photos and proof of payment for a replacement boiler fitted by an engineer in the same location in January 2023.

I issued a provisional decision on 12 April 2023. I thought Aviva should increase the compensation it paid to £400.

Both parties replied. Aviva accepted my provisional decision. Mr G didn't agree for the same reasons he gave to the Investigator.

So the case has been passed back to me to decide.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I appreciate that Mr G doesn't agree the compensation I intend to award is enough. But for the reasons given in my provisional decision, my final decision is along the same lines.

I have taken an even handed approach to the comments provided by both parties. Aviva says Mr G wouldn't have been able to obtain alternative cover elsewhere in time to cover a boiler replacement - even if an engineer had attended in October 2022. I can't say that Aviva's decision to fail the boiler due to its location was unreasonable. Aviva relied on the professional opinion of a qualified engineer and it's for Aviva to decide what risk it is content to underwrite.

But I've also taken into account the fact that a new replacement boiler has been fitted in the same location by an independent engineer. And I can't safely conclude that the outcome would have been no different if an engineer had attended in October 2022. I can't say what alternative cover Mr G may or may not have obtained with another provider - and the terms and conditions that would have applied. There's no dispute that Aviva caused an unreasonable delay in arranging for the boiler to be checked. There were two missed appointments - and Aviva failed to let Mr G know that the engineer wouldn't be attending both times.

Mr G told us that the repair estimate came to between £500 and £600. As the boiler was ten

years old and he wasn't covered for the repairs, Mr G said he made the decision to replace the boiler

As Mr G opted to have the boiler replaced rather than repaired, I can't consider redress for Aviva's delays by asking it to pay a percentage of the repair costs. And I think the boiler was most likely reaching the end of its serviceable life. So I don't think it reasonable to ask Aviva to pay for the costs to replace the boiler.

But I think Aviva delays in inspecting the boiler did prejudice Mr G's position in that he couldn't arrange alternative cover before the boiler failed and was replaced. There was a window of approximately a week between 22 December 2022 and 30 December 2022 when Mr G could have obtained alternative cover. But I've also kept in mind that during this time, Mr G was in communication with Aviva as he disagreed with the engineer's reason for failing the boiler check.

I'm satisfied from the evidence provided by Mr G in the previous successful safety checks for the boiler that Mr G would have promptly obtained alternative cover - and that this would have happened sooner if Aviva hadn't caused delays.

So - taking everything into account - I don't think compensation of £50 is enough to put things right. I think a fairer outcome is for Aviva to increase the compensation it paid Mr G for the inconvenience caused. As Mr G is the policyholder, I can only consider awarding compensation for his inconvenience. In the circumstances I intend to award a total compensation award of £400. So if Aviva has already paid Mr G £50 compensation, it should pay a further £350.

### **My final decision**

My final decision is that I uphold this complaint in part. I require Aviva Insurance Limited to increase the compensation it pays Mr G from £50 to £400 for the inconvenience its poor service caused.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 May 2023.

Geraldine Newbold  
**Ombudsman**